

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SOUTHWEST AIRLINES CO.,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
VS.)	
)	3:12-CV-0591-G
SW SOFTWARE DEVELOPMENT,)	
LLC,)	
)	
Defendant.)	

STIPULATED ORDER OF PERMANENT INJUNCTION

Plaintiff's unopposed motion for entry of a stipulated order of permanent injunction (docket entry 13) is **GRANTED**.

Southwest Airlines Co. ("Southwest") and SW Software Development, LLC ("SW Software") do hereby stipulate and agree to entry of a permanent injunction under Federal Rule of Civil Procedure 65.

SW Software waives the entry of findings of fact and conclusions of law. Further, SW Software understands that entry of the stipulated order of permanent injunction constitutes the final judgment in this matter and waives any rights it may have to appeal this judgment.

FINDINGS

Southwest filed suit against defendant SW Software on February 27, 2012, alleging causes of action based on SW Software's automatic flight check-in service. SW Software's automatic flight check-in service was directed to Southwest's customers and used an automated process to circumvent Southwest's check-in procedures. SW Software's automatic flight check-in service violated the Terms of Use governing Southwest's website. The Terms of Use is a binding and enforceable contract between Southwest and SW Software.

The court has jurisdiction over SW Software, including its officers, agents, servants, employees, attorneys, and those persons who are in active concert or participation with SW Software. The court has jurisdiction over the subject matter of this action. SW Software does not contest that this court may exercise personal and subject matter jurisdiction over it.

DEFINITIONS

As used in the order below, the following terms shall have the following meanings:

"SW Software" shall refer to the corporation, its officers, agents, servants, and employees.

"Accessing" shall mean and refer to using, entering, viewing, or utilizing, through any software, automated or robotic device, screen-scrapers, or data extractor.

This definition shall specifically include, but is not limited to, the use of SW Software's automatic check-in application referred to as the MYSOUTHWESTCHECKIN Application, or any similar software or device.

"Southwest's Websites" shall mean and refer to any website owned or operated by Southwest, including any website at southwest.com or swabiz.com, together with all hardware, servers, software, content, components, code and programs utilized in connection with the websites, and any future websites owned or operated by Southwest that serve the same or substantially similar function to the foregoing websites.

The "Terms of Use" governing a Southwest Website are those terms and conditions under which users may access and use the Southwest Websites, such as those in Appendix A of Southwest's complaint (docket entry 1).

It is therefore **STIPULATED, AGREED, and ORDERED** that SW Software, its officers, agents, servants and any persons, firms or corporations acting in concert with them, including but not limited to Fernando Sandoval, Mark J. Hofschulte, and Jim Carr, are permanently enjoined from:

1. Accessing Southwest's Websites for commercial gain or in any manner that would violate the Terms of Use governing Southwest's Websites; or
1. Assisting a third party in Accessing Southwest's Websites for commercial gain or in any manner that would violate the Terms

of Use governing Southwest's Websites, such as by providing instruction, source code, software, a device, or automated mechanism to facilitate access to Southwest's Websites.

Nothing in this order shall prohibit SW Software from personal use of Southwest's Websites for travel services, including booking personal or business travel for persons covered by this order.

June 21, 2012.



A. JOE FISH
Senior United States District Judge